



In the Matter of:

**GALE COOK,**

**ARB CASE NO. 01-051**

**COMPLAINANT,**

**ALJ CASE NO. 00-STA-17**

**v.**

**DATE: May 30, 2001**

**SHAFFER TRUCKING INC.,**

**RESPONDENT.**

**BEFORE: THE ADMINISTRATIVE REVIEW BOARD<sup>1/</sup>**

**Appearances:**

*For the Complainant:*

Gale W. Cook, *pro se*, Tukwila, Washington

*For the Respondent:*

Richard A. Peterson, Esq., Lincoln, Nebraska

**FINAL DECISION AND ORDER**

This case arises under the whistleblower protection provision of the Surface Transportation Assistance Act, 49 U.S.C.A. §31105 (West 1997), and its implementing regulations at 29 C.F.R. Part 1978 (2001). In his complaint, Gale W. Cook alleged that Respondent Shaffer Trucking violated Section 31105 by firing him from his job as a truck driver.

The case was assigned for a hearing before a Department of Labor Administrative Law Judge. Shortly before commencement of the hearing, Cook and Shaffer Trucking entered into a "Settlement Agreement and Release," wherein Cook agreed to dismissal of his complaint and

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<sup>1/</sup> This appeal has been assigned to a panel of two Board members, as authorized by Secretary's Order 2-96. 61 Fed. Reg. 19,978 §5 (May 3, 1996).

to release, discharge and waiver of “any and all claims or causes of action arising out of, related to, or based upon Cook’s employment relationship with Shaffer and/or the termination of that relationship.” *Cook v. Shaffer Trucking, Inc.*, ALJ No. 2000-STA-00017 (Feb. 14, 2001) (with agreement attached). In consideration for Cook’s agreement to dismissal and release, Shaffer Trucking agreed to pay Cook the sum of \$2,000.00. *Id.*

The Administrative Law Judge reviewed the terms of the agreement and issued a Recommended Order approving and adopting the settlement agreement. “The Complainant has agreed to dismiss his Surface Transportation Act claim against the Respondent for the sum of \$2,000.00. This has been a figure that was mentioned by the Complainant as long as nearly a year ago, and so, it appears to be reasonable under the circumstances.” *Id.*

Pursuant to 29 C.F.R. §§1978.109(c) and 1978.111(d)(2), we hereby issue the Final Order in this case.<sup>2/</sup>

Accordingly, the Settlement Agreement is **APPROVED** and the case is **DISMISSED**.

**SO ORDERED.**

**PAUL GREENBERG**

Chair

**CYNTHIA L. ATTWOOD**

Member

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<sup>2/</sup> The Complainant wrote to the ALJ and to the Board about this case by letters dated March 20, 2001, April 20, 2001 and May 10, 2001. Were these letters construed as “briefs in support of or in opposition to the administrative law judge’s decision,” within the meaning of 29 C.F.R. §1978.109(c)(2), they would be untimely, as they were submitted more than 30 days after issuance of the ALJ’s Recommended Decision. *Id.* Were these letters to be accepted as if timely filed under §1978.109(c)(2), they would not change the final disposition of this case.